

## ELECTRONIC POLITICAL AND ISSUE ADVERTISING PUBLIC INSPECTION FILE CHECKLIST

This checklist must be completed for each federal, state, and local <u>political ad</u> or federal or state <u>issue</u> <u>ad</u> buy. These items must be placed in the station's Public Inspection File as soon as possible after they are available, and they must be maintained in the station's Public Inspection File for 2 years.

Candid	ate/Issue		Levdans	ky /o/ state	Congress
candida	Dates (if one folder is used per ate, a separate checklist must be sted for each flight)		1.1/2/1	2-11/6/12	
comple	ned for edon might)				<u>Initials</u>
1.	Executed Political/Issue Advertising Agreement (BPMHL-P3 or NAB PB-17)	ı	Date:	10/31/12	( <del>SP</del> )
2.	Original contract showing requested time (when available)		Date:	11/4/12	(BZ)
3.	Updated contracts as order changes.		Date:		
4.	Invoice of schedule as actually broadcast, including amount of rebates given (exact date, time, class of time and amount for each rebate), if any		Date:	11/11/12	<u>w</u>
			Checklist Comp	oleted:	
		By:	Brian	Raughter	
		Date:	11)19	/12	



# AGREEMENT FORM FOR POLITICAL BROADCASTS

STATION and I	OCATION WT	AE, PITTS	BURH	Date 10/:	3//	# 2012
I ILENE	MATZ, C	aps Lock Co	sm munico	(being) a trons(on behalf c	n DAVID I	LEVDANSKY
				earty for the office of		
REPRE	SENTATI	VES				
in the GEN	ERAL	_ election to be held	on Novem	IBER 6, do her	eby requist statio	n time as follows:
Length of Broadcast	Time of Day, Rotation or Package	Days	Class of Time	Times Per Week	No. of Weeks	Rate
: 30	VARIOUS	FRI-TUES		VARIOUS	1	VARIOUS
11/2	First Broadcast	11/6/			1602	5 gross
men et et en en et	me will be used by	Daylo (	EVIDANS	sk4		
I represent that t	he payment for the	above-described broad	adçast time hu	been furnished by		
LEYD	ANSKY I	DR LEGIS	BLATUR	€		
other unincorpor	ent if other than an i	ndividual person, is ( nes and offices of th	) a corperat se chief executiv	time as paid for by sucion; (V) a committee officers of the entity	M; ( ) 211 8340	y. The entity fur- cistion; or ( )
ensue from the pe	rformance of the abo	ve-stated broadcasts.	For the above-st	liability, including res ated broadcasts I also a before the time appears during the bro	of the stheduled t	proadcasts. (Note:
to me its political	advertising policies,	Including: applicable deleted). The purch	o classes and rat are of the time o	es; and discount, pror lescribed herein is cont ence applies only to a	nononal and our rolled, approved andidates for no.	or authorized by n-federal office.)
	Date	10/31/12		tala b	Candidate, or A	rent)
1 PANABASA -	Rejected By	Brian R	aughter	Title	JSM	

TURN OVER FOR POST-BROADCAST FOLLOW-UP

## CONTRACT



**WTAE** 400 Ardmore Blvd. Pittsburgh, PA 15221 (412)242-4300

And:

Caps Lock Communications 700 River Avenue Suite 416 Pittsburgh, PA 15212

Contract / Revision Alt Order# 969255 WOC10036338 Product Election Contract Dates Estimate # 10/29/12 - 11/11/12 203 Advertiser Original Date / Revision Levdansky/D/Pa State House 10/31/12 / 11/02/12 Billing Cycle Billing Calendar Cash/Trade EOM/EOC Broadcast Cash Station Account Executive Sales Office **WTAE** Chuck Martin Pittsburgh Special Handling Demographic Adults 35+ Total Ratings 128.70 IDB# Advertiser Code Product Code 1099 27 Agency Ref Advertiser Ref

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time Days Le	ength Week Rate	Rtn TypeSp	ots	Amount
N 1 WTAE 10/29/12 11/04/12 Sun 8-10am News	8-10am	:30	NM	2	\$1,100.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12S 2	<u>Rate</u> <u>Rating</u> \$550.00 5.50				V 1,100.00
N 2 WTAE 10/29/12 11/04/12 Sat 8-10am	8-10am	:30	MM	2	\$1,100.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12S- 2	<u>Rate</u> <u>Rating</u> \$550.00 5.10				,
N 3 WTAE 10/29/12 11/04/12 Sat 5-7am	5-7am	:30	NM	1	\$350.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12S- 1	<u>Rate</u> <u>Rating</u> \$350.00 2.80				
N 4 WTAE 10/29/12 11/04/12 Good Morning America Sun	7-8am	:30	NM	1	\$700.00
Class of Time - Pre-emptible with notice  Start Date	<u>Rate</u> <u>Rating</u> \$700.00 4.90				*
N 5 WTAE 11/05/12 11/11/12 5-6pm News M-F	5-6pm	:30	NM	0	\$0.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Spots/Week  Week: 11/05/12 11/11/12 M 1	Rate Rating \$800.00 5.40			-	<b>V</b> 0.00
Spot Ch Date Range Description	Start/End Time Weekdays	Length Rate	Rtg Type		
1 WTAE 11/05/12-11/11/12 5-6pm News M-F	5-6pm M	- :30 <del>\$800.00</del>	5.40 <i>NM</i>		
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,1					
11772 1770772 1771772 0-0.30pm News	6-6:30pm	:30	MM	0	\$0.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Spots/Week  Week: 11/05/12 11/11/12 M 1	Rate Rating \$900.00 6.00				
Spot Ch Date Range Description	Start/End Time Weekdays	<u>Length</u> <u>Rate</u>	Rtg Type		
1 WTAE 11/05/12-11/11/12 6-6:30pm News	6-6:30pm M	- :30 \$900.00	6.00 <i>NM</i>		
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,1					
N 7 WTAE 10/29/12 11/04/12 Chirs Matthews Sun	11-1130am	:30	NM	1	\$325.00
Class of Time - Pre-emptible with notice			- 1		

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified end until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.



	Contract / Revision 969255 /	Alt Order # WOC10036338	
Contract Dates	Product	Estimate #	
10/29/12 - 11/11/12	Election	203	
Advertises 10-1-15-17			

 Advertiser
 Original Date / Revision

 Levdansky/D/Pa State Ho
 10/31/12 / 11/02/12

			Spots/				
*Line Ch Start Date End Date Description	Start/End 1	Time Days I	_ength Week	Rate	Rtn Typ	oe Spots	Amount
Start DateEnd DateWeekdaysSpots/WeekWeek: 10/29/1211/04/12S1	<u>Rate</u> \$325.00	Rating 2.10					
N 8 WTAE 11/05/12 11/11/12 Good Morning America	7-9am		:30		N	M 2	\$1,500.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Spots/Week  Week: 11/05/12 11/11/12 MT 2	<u>Rate</u> \$750.00	Rating 4.40					
N 9 WTAE 11/05/12 11/11/12 6-7am News	6-7am		:30		NI	M 2	\$1,500.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Spots/Week  Week: 11/05/12 11/11/12 MT 2	<u>Rate</u> \$750.00	Rating 4.30					
N 10 WTAE 10/29/12 11/04/12 5-6am News	5 - 6am		:30		N	VI 1	\$500.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12F 1	<u>Rate</u> \$500.00	Rating 2.50					
N 11 WTAE 10/29/12 11/04/12 Good Morning America	7-9am	<u> </u>	:30		NI	vi o	\$0.00
Class of Time - Pre-emptible with notice <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12F 2	<u>Rate</u> \$750.00	Rating 4.30					
Spot Ch Date Range Description	Start/End T		Length	Rate	Rtg Typ		
1 WTAE 10/29/12-11/04/12 Good Morning America See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,1	7-9am '4 11	F	:30	<del>\$750.00</del>	4.30 N/	vi i	
2 WTAE 10/29/12-11/04/12 Good Morning America See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,1	7-9am 4.11	F	:30	\$750.00	4.30 <i>NI</i>	И	
N 12 WTAE 10/29/12 11/04/12 Good Morning America Sat	7-8am		:30		N	VI 1	\$700.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Week: 10/29/12 11/04/12S- 1	<u>Rate</u> \$700.00	Rating 3.90					
N 13 WTAE 10/29/12 11/04/12 6-7am News	6-7am		:30		N	Л 1	\$750.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12F 1	<u>Rate</u> \$750.00	Rating 4.00					
N 14 WTAE 10/29/12 11/04/12 6-6:30pm News	6-6:30pm		:30		NN	<i>1</i> 10	\$6,500.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12F 1	<u>Rate</u> \$900.00	Rating 5.30					

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	Contract / Revision	Alt Order #	
	969255 /	WOC10036338	
Contract Dates	Product	Estimate #	7
10/29/12 - 11/11/12	Election	203	

Advertiser Original Date / Revision 10/31/12 / 11/02/12 Levdansky/D/Pa State Ho

*Line Ch Start Date End Date Description	Start/End Time	Dave Ler	Spots/	Data	Din	T C	-4-	A
	Start/End Time		ngth Week	Rate	Rtn	TypeSp	ots	Amount
Start Date End Date Weekdays Spots/Week Spot Ch Date Range Description	Rate Ratir Start/End Time	<u>ng</u> Weekdays	Longth	Data	Dta	Type		
1 WTAE 10/29/12-11/04/12 6-6:30pm News	6-6:30pm	F	Length :30	Rate \$900.00		<u>Type</u> <i>NM</i>		
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,1	,		.50	<del>\$300.00</del>	5.50	IVIVI		
2 WTAE 10/29/12-11/04/12 Sat 5-7am	5-7am	sa	:30	\$350.00	5.30	NM		
MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1				<b>******</b>	0.00			
3 WTAE 10/29/12-11/04/12 Sat 5-7am	5-7am	sa	:30	\$350.00	5.30	NM		
MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1								
4 WTAE 10/29/12-11/04/12 Sat 8-10am	8-10am	Sa	:30	\$550.00	5.30	NM		
MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1								
5 WTAE 10/29/12-11/04/12 Sun 5-7am News	5-7a	St	:30	\$350.00	5.30	NM		
MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1     WTAE 10/29/12-11/04/12 Sun 5-7am News	F 7-		.00	****	E 00			
MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1	5-7a	St	:30	\$350.00	5.30	NM		
7 WTAE 10/29/12-11/04/12 Sun 8-10am News	8-10am	St	:30	\$550.00	5 30	NIM		
(b) MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1	0-10am		.50	φ550.00	5.50	INIVI		
8 WTAE 11/05/12-11/06/12 M-F 430-5am	430-5a	MTu	:30	\$350.00	5.30	NM		
MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1				******				
9 WTAE 11/05/12-11/06/12 M-F 430-5am	430-5a	MTu	:30	\$350.00	5.30	NM		
MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1								
10 WTAE 11/02/12-11/02/12 M-Sun 11pm News	M-Su 11-11:35pm	F	:30	\$1,500.00	5.30	NM		
MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1								
11 WTAE 11/05/12-11/05/12 M-Sun 11pm News	M-Su 11-11:35pm	M	:30	\$1,800.00	5.30	NM		
® MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1						_		
N 15 WTAE 10/29/12 11/04/12 Sun Early News	630-7p		:30			MM	0	\$0.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week	D-4- D-4-					- 1		
Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12S 1	<u>Rate Ratin</u> \$800.00 4.1							
Spot Ch Date Range Description	Start/End Time	Weekdays	Length	Rate	Pto	Туре		
1 WTAE 10/29/12-11/04/12 Sun Early News	630-7p	SL	:30	\$800.00	4.10			
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,1				<b>\$</b> 000.00	1.10	, , , , ,		
N 16 WTAE 10/29/12 11/04/12 5-6pm News M-F	5-6pm		:30			NM	0	\$0.00
Class of Time - Pre-emptible with notice	о ор		.00			IVIVI	U	φυ.υυ
Start Date End Date Weekdays Spots/Week	Rate Ratin	a						
Week: 10/29/12 11/04/12F 2	\$800.00 4.7							
Spot Ch Date Range Description	Start/End Time	Weekdays	<u>Length</u>	Rate	Rtg	Type		
1 WTAE 10/29/12-11/04/12 5-6pm News M-F	5- <i>6pm</i>	F	:30	\$800.00	4.70	NM		
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,14								
2 WTAE 10/29/12-11/04/12 5-6pm News M-F	5-6pm	F	:30	\$800.00	4.70	NM		
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,14	4.11							
N 17 WTAE 10/29/12 11/04/12 Live with Kelly	9-10am		:30			NM	1	\$500.00
Class of Time - Pre-emptible with notice						- 1		
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12F 1	Rate Rating \$500.00 3.0							
		U						
•	9-10am		:30			NM	1	\$500.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week	Date D. C.	_						
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 M 1	Rate Rating \$500.00 3.20					1		
			-00					
N 19 WTAE 11/05/12 11/05/12 Jimmy Kimmel Start Date End Date Weekdays Spots/Week	1205-105A / 1135F	~	:30			NM	1	\$400.00
Start Date Line Date Ascerdada ShorayAA66K	Rate Rating	7				ı		

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Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms end conditions. Four weeks advance cancellation notice is required unless otherwise specified.

128.70

Totals

\$18,425,00

10/31/12 / 11/02/12



**WTAE** 400 Ardmore Blvd. Pittsburgh, PA 15221 (412)242-4300

	Contract / Revision 969255 /	Alt Order # WOC10036338
Contract Dates 10/29/12 - 11/11/12	Product Election	Estimate # 203
Advertiser	Or	riginal Date / Revision

*Line Ch Start Date End Date Description	Spots/ Start/End Time Days Length Week Rate Rtn Type	Spots Amount
Start Date         End Date         Weekdays         Spots/Week           Week: 11/05/12         11/11/12         M         1	Rate   Rating   3.20	
N       20       WTAE 11/05/12       11/05/12       5-6am News         Start Date       End Date       Weekdays       Spots/Week         Week:       11/05/12       11/11/12       M       1	5 - 6am :30 NM <u>Rate</u> <u>Rating</u> \$500.00 2.80	1 \$500.00
N 21 WTAE 11/05/12 11/05/12 Inside Edition  Start Date End Date Weekdays Spots/Week  Week: 11/05/12 11/11/12 M 1	7-7:30pm :30 NM <u>Rate</u> <u>Rating</u> \$1,500.00 4.70	1 \$1,500.00
Spot Ch Date Range Description  1 WTAE 11/05/12-11/11/12 Inside Edition See MG 21.2	Start/End Time         Weekdays         Length         Rate         Rtg         Type           7-7:30pm         M         :30         \$1,500.00         4.70         NM	
2 WTAE 11/05/12-11/05/12 World News Tonight	6-7PM M :30 \$1,500.00 4.70 NM	

Levdansky/D/Pa State Ho

Time Period	# of Spots	Gross Amount	Net Amount
10/29/12 -11/06/12	29	\$18,425.00	\$15,661.25
Totals	29	\$18,425.00	\$15,661.25

Signature:	 Date:	
_		

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## TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

#### 1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

#### 2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

#### 3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

#### 4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

#### 5. FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

#### 6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder

#### 7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials furnished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

#### 8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

#### GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof

(b)	The Station shall exercise normal precautions in handling of property and mail, but assumes no liability for loss or damage to program or commercia
materials and other property furnis	hed by the Agency in connection with broadcasts hereunder. The Station will not accept or process mail, correspondence, or telephone calls in
connection with broadcasts except	after its prior approval.

- Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so a poly to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]

### CONTRACT



WTAE 400 Ardmore Blvd. Pittsburgh, PA 15221 (412)242-4300

www.thepittsburghchannel.com

And:

Caps Lock Communications 700 River Avenue Suite 416 Pittsburgh, PA 15212

Contract / Revision Alt Order # 969255 WOC10036338 **Product** Election Contract Dates Estimate # 10/29/12 - 11/11/12 203 Advertiser Original Date / Revision Levdansky/D/Pa State House 10/31/12 / 11/08/12 Billing Cycle Billing Calendar Cash/Trade Broadcast EOM/EOC Cash Station Account Executive Sales Office WTAE Chuck Martin Pittsburgh Special Handling <u>Demographic</u> Adults 35+ Total Ratings 100.80 IDB# Advertiser Code Product Code 1099 9 27 Agency Ref Advertiser Ref

*Line Ch Start Date End Date Description	Start/End Time	Spots Days Length Week		Type Spots	Amount
1 WTAE 10/29/12 11/04/12 Sun 8-10am News	8-10am	:30		NM 1	\$550.00
Class of Time - Pre-emptible with notice  Start Date	<u>Rate</u> <u>Rati</u> \$550.00 5. <u>Start/End Time</u> 8-10am		<u>Rate</u> <u>Rtg</u> <i>\$550.00</i> 5.50	Туре	<b>\$330.00</b>
2 WTAE 10/29/12 11/04/12 Sat 8-10am	8-10am *	:30		NM 2	\$1,100.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12S- 2	<u>Rate</u> <u>Ratir</u> \$550.00 5.	<u>1g</u>		2	Ψ1,100.00
3 WTAE 10/29/12 11/04/12 Sat 5-7am	5-7am	:30		NM 1	\$350.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12S- 1	<u>Rate</u> <u>Ratir</u> \$350.00 2.8				*******
4 WTAE 10/29/12 11/04/12 Good Morning America Sun	7-8am	:30		NM 1	\$700.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12S 1	<u>Rate</u> <u>Ratir</u> \$700.00 4.9				<b>V. 33.30</b>
5 WTAE 11/05/12 11/11/12 5-6pm News M-F	5-6pm	:30		NM 0	\$0.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Spots/Week  Week: 11/05/12 11/11/12 M 1	<u>Rate</u> <u>Ratin</u> \$800.00 5.4	0			<b>V</b> 0.00
Spot Ch Date Range Description	Start/End Time	Weekdays Length	Rate Rtg		
1 WTAE 11/05/12-11/11/12 5-6pm News M-F See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,1	5-6pm 4 11	M: :30	\$ <del>800.00</del> 5.40	NM	
6 WTAE 11/05/12 11/11/12 6-6:30pm News	6-6:30pm	:30		NM 0	00.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Spots/Week  Week: 11/05/12 11/11/12 M 1	Rate Ratin \$900.00 6.0	g		NM 0	\$0.00
Spot Ch Date Range Description		Weekdays Length	Rate Rtg	Туре	
1 WTAE 11/05/12-11/11/12 6-6:30pm News		M:30	\$900.00 6.00	NM	
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,1 * Line Transa		= Edited, D = Deleted)		- 1	
Notwithstanding to whom hills are rendered, advertiser, agency and sonition is inthe and a	and the state of t	-untou, D - Deleted)			

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of eny bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified

Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

203



**WTAE** 400 Ardmore Blvd. Pittsburgh, PA 15221 (412)242-4300

Contract / Revision Alt Order # 969255 WOC10036338 Contract Dates Product Estimate #

Advertiser Original Date / Revision 10/31/12 / 11/08/12 Levdansky/D/Pa State Ho

Election

*Line Ch Start Date End Date Description	Start/End Tin	ne Days	Spots/ Length Week	Rate	Ptn T	ype Spots	Amount
7 WTAE 10/29/12 11/04/12 Chirs Matthews Sun	11-1130am	ne Days	:30	Nate		NM 0	\$0.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Spots/Week  Week: 10/29/12 11/04/12S 1  Spot Ch Date Range Description  1 WTAE 10/29/12-11/04/12 Chirs Matthews Sun  Credited	_	Rating 2.10 ne Weekday	s <u>Length</u>	<u>Rate</u> \$325.00	<u>Rtg</u> <u>T</u> 2.10	Гуре	\$0.00
8 WTAE 11/05/12 11/11/12 Good Morning America	7-9am		:30			NM 1	\$750.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Spots/Week  Week: 11/05/12 11/11/12 MT 2  Spot Ch Date Range Description  1 WTAE 11/05/12-11/11/12 Good Morning America  Credited	Rate § \$750.00 Start/End Tim 7-9am	Rating 4.40 <u>weekday</u> MTu		<u>Rate</u> \$750.00	Rtg T 4.40	<u>⁻ype</u> NM	
9 WTAE 11/05/12 11/11/12 6-7am News	6-7am	-	:30			NM 2	\$1,500.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 11/05/12 11/11/12 MT 2	<u>Rate</u> <u>F</u> \$750.00	Rating 4.30					
10 WTAE 10/29/12 11/04/12 5-6am News	5 - 6am		:30			NM 1	\$500.00
Class of Time - Pre-emptible with notice Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12F 1	<u>Rate</u> <u>F</u> \$500.00	Rating 2.50					
11 WTAE 10/29/12 11/04/12 Good Morning America	7-9am		:30		İ	NM 0	\$0.00
Class of Time - Pre-emptible with notice <u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12F 2 <u>Spot Ch</u> <u>Date Range</u> <u>Description</u>	Rate <u>F</u> \$750.00 Start/End Time	Rating 4.30 e Weekdays	s Length	Rate	Rtg T	Vpe	
1 WTAE 10/29/12-11/04/12 Good Morning America	7-9am	F	:30	\$750.00		NM	
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,1 2 WTAE 10/29/12-11/04/12 Good Morning America See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,1	7-9am 4.11	F-	:30	\$750.00	4.30	NM	
12 WTAE 10/29/12 11/04/12 Good Morning America Sat	7-8am		:30		i	NM 1	\$700.00
Class of Time - Pre-emptible with notice  Start Date	<u>Rate</u> <u>F</u> \$700.00	Rating 3.90					
13 WTAE 10/29/12 11/04/12 6-7am News	6-7am		:30		1	NM 1	\$750.00
Class of Time - Pre-emptible with notice  Start Date	<u>Rate</u> <u>F</u> \$750.00	Rating 4.00					
14 WTAE 10/29/12 11/04/12 6-6:30pm News	6-6:30pm		:30		١	NM 7	\$5,550.00
Class of Time - Pre-emptible with notice  Start Date End Date Weekdays Spots/Week Week: 10/29/12 11/04/12F 1	<u>Rate</u> <u>R</u> \$900.00	Rating 5.30					

10/29/12 - 11/11/12

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



 Contract / Revision
 Alt Order #

 969255 /
 WOC10036338

 Contract Dates
 Product
 Estimate #

 10/29/12 - 11/11/12
 Election
 203

 Advertiser
 Original Date / Revision

 Levdansky/D/Pa State Ho
 10/31/12 / 11/08/12

			Spots	1				
*Line Ch Start Date End Date Description	Start/End Time	Days Lei	ngth Week	Rate	Rtn	TypeSp	oots	Amount
Start Date	<u>Rate</u> <u>Rati</u>							
Spot Ch Date Range Description	Start/End Time	<u>Weekdays</u>	<u>Length</u>	<u>Rate</u>		<u>Type</u>		
1 WTAE 10/29/12-11/04/12 6-6:30pm News	6-6:30pm	F	:30	\$900.00	5.30	NM		
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,:		0-	.00	0050.00	<b>5.00</b>			
2 WTAE 10/29/12-11/04/12 Sat 5-7am	5-7am	sa	- :30	\$350.00	5.30	NIVI		
MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1     3 WTAE 10/29/12-11/04/12 Sat 5-7am	5-7am	sa	- :30	\$2E0.00	E 20	NINA		
® MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1	5-7 am	sa	30	\$350.00	5.30	INIVI		
4 WTAE 10/29/12-11/04/12 Sat 8-10am	8-10am	sa	:30	\$550.00	5.30	NIM		
® See MG 14.12	o roam	34	.50	Ψ000.00	0.00	7 4707		
5 WTAE 10/29/12-11/04/12 Sun 5-7am News	5-7a	St	. :30	\$350.00	5.30	NM		
MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				
6 WTAE 10/29/12-11/04/12 Sun 5-7am News	5-7a	St	. :30	\$350.00	5.30	NM		
⊕ See MG 14.12								
7 WTAE 10/29/12-11/04/12 Sun 8-10am News	8-10am	St	. :30	\$550.00	5.30	NM		
<b>MG</b> for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1								
8 WTAE 11/05/12-11/06/12 M-F 430-5am	430-5a	MTu	:30	\$350.00	5.30	NM		
⊕ See MG 14.12     9 WTAE 11/05/12-11/06/12 M-F 430-5am	400 E-			0050.00				
_	430-5a	MTu	:30	\$350.00	5.30	NM		
₱ MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1  10 WTAE 11/02/12-11/02/12 M-Sun 11pm News  ■ M-Sun 11pm	M-Su 11-11:35pm		:30	\$1,500.00	5 30	NA		
Credited	w-3u 11-11.33pm	,	.30	<del>\$ 1,000.00</del>	5.30	IVIVI		
11 WTAE 11/05/12-11/05/12 M-Sun 11pm News	M-Su 11-11:35pm	M	:30	\$1,800.00	5.30	NM		
MG for 15.1,5.1,11.1,11.2,6.1,16.2,16.1,14.1			.00	Ψ1,000.00	0.00	1		
12 WTAE 11/05/12-11/05/12 M-Sun 11pm News	M-Su 11-11:35pm	M	:30	\$1,800.00	5.30	NM		
■ MG for 14.8,14.4,1.1,14.6						- 1		
15 WTAE 10/29/12 11/04/12 Sun Early News	630-7p		:30			NM	0	\$0.00
Class of Time - Pre-emptible with notice								
Start Date End Date Weekdays Spots/Week	Rate Ratin							
Week: 10/29/12 11/04/12S 1	\$800.00 4.1	_						
Spot Ch Date Range Description	Start/End Time	<u>Weekdays</u>	Length	Rate	Rtg			
1 WTAE 10/29/12-11/04/12 Sun Early News	630-7p	St	:30	\$800.00	4.10	NM		
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,1								
16 WTAE 10/29/12 11/04/12 5-6pm News M-F	5-6pm		:30			NM	0	\$0.00
Class of Time - Pre-emptible with notice	D ( D (							
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 10/29/12 11/04/12F 2	Rate Ratin \$800.00 4.7					į.		
Spot Ch Date Range Description	Start/End Time	Weekdays	Length	Poto	Dta -	Type		
1 WTAE 10/29/12-11/04/12 5-6pm News M-F	5-6pm	F	:30	<u>Rate</u> \$800.00	Rtg 2			
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,1		•	.50	<del>\$000.00</del>	4.70	14141		
2 WTAE 10/29/12-11/04/12 5-6pm News M-F	5-6pm	F	:30	\$800.00	4.70	NM		
See MG 14.2,14.3,14.4,14.5,14.6,14.7,14.8,14.9,14.10,1	4.11							
17 WTAE 10/29/12 11/04/12 Live with Kelly	9-10am		:30			NM	1	\$500.00
Class of Time - Pre-emptible with notice							-	+
Start Date End Date Weekdays Spots/Week	Rate Ratin							
Week: 10/29/12 11/04/12F 1	\$500.00 3.0	0						
18 WTAE 11/05/12 11/11/12 Live with Kelly	9-10am		:30			NM	1	\$500.00
Class of Time - Pre-emptible with notice								
<u>Start Date</u> <u>End Date</u> <u>Weekdays</u> <u>Spots/Week</u> Week: 11/05/12 11/11/12 M 1	Rate Ratin							
vveek: 11/05/12	\$500.00 3.2	U						

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by station. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.



	Contract / Revision	Alt Order #	٦
	969255 /	WOC10036338	
ontract Dates	Product	Estimate #	ī
0/29/12 - 11/11/12	Election	203	

Advertiser	Original Date / Revision
Levdansky/D/Pa State Ho	10/31/12 / 11/08/12

*Line Ch Start Date End Date Description	Start/End Time Days	Spots/ Length Week	Rate Rtn TypeS	Spots	Amount
Start Date End Date Weekdays Spots/Week	Rate Rating				
19 WTAE 11/05/12       11/05/12       Jimmy Kimmel         Start Date       End Date       Weekdays       Spots/Week         Week: 11/05/12       11/11/12       M       1	1205-105A / 1135F <u>Rate</u> <u>Rating</u> \$400.00 3.20	:30	NM	1	\$400.00
20 WTAE 11/05/12       11/05/12       5-6am News         Start Date       End Date       Weekdays       Spots/Week         Week:       11/05/12       11/11/12       M       1	5 - 6am <u>Rate</u> <u>Rating</u> \$500.00 2.80	:30	NM	1	\$500.00
21 WTAE 11/05/12 11/05/12 Inside Edition  Start Date	7-7:30pm <u>Rate</u> <u>Rating</u> \$1,500.00 4.70	:30	NM	1	\$1,500.00
Spot Ch Date Range Description	Start/End Time Weekday	<u>/s Length</u>	Rate Rtg Type		
1 WTAE 11/05/12-11/11/12 Inside Edition See MG 21.2	7-7:30pm M	:30 \$1,5	500.00 4.70 NM		
2 WTAE 11/05/12-11/05/12 World News Tonight	6-7PM M	:30 \$1,5	500.00 4.70 NM		
		Totals	100.80	23	\$15,850.00

Time Period	# of Spots	Gross Amount	Net Amount
10/29/12 -11/06/12	23	\$15,850.00	\$13,472.50
Totals	23	\$15,850.00	\$13,472.50

Signature:		Date:	

(\* Line Transactions: N = New, E = Edited, D = Deleted)

Notwithstanding to whom bills are rendered, advertiser, agency and service, jointly and severally, shall remain obligated to pay to station the amount of any bills rendered by station within the time specified and until payment in full is received by stetion. Payment by advertiser to agency or to service or payment by agency to service, shall not constitute payment to station. Station will not be bound by conditions, printed or otherwise, on contracts, insertion orders, copy instructions or any correspondence when such conflict with the above terms and conditions. Four weeks advance cancellation notice is required unless otherwise specified.

## TERMS AND STANDARD CONDITIONS FOR PURCHASE OF BROADCAST ADVERTISING

The person, firm or other business entity ("Agency") contracting to purchase broadcast advertising time on behalf of the advertiser named on the face of this contract ("Advertiser") and the station accepting this contract ("Station") hereby agree that this contract shall be governed by the following conditions and terms:

#### 1. BILLING AND PAYMENTS

- (a) Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at address on the face hereof. Agency shall pay Station thereon at address on bill on or before the 15th day of each month following that in which broadcast occurred or on such other date as may be specified in the invoice.
- (b) Except where this contract is made directly with the Advertiser described on the face of this contract, it is understood that Agency makes this contract both for itself and as agent for the Advertiser and that Agency agrees, on behalf of the Advertiser and of itself, that Agency and Advertiser are and shall be jointly and severally liable for all payments to be made by agency to Station and for all obligations undertaken to be performed by Agency.

#### 2. TERMINATION

- (a) Unless otherwise specified on the face hereof, either party may terminate this contract, without cause, upon giving the other party at least 28 days prior notice provided that, if notice is given by Agency, termination shall not be effective until after two (2) weeks of broadcasting hereunder. If Agency so terminates this contract, it shall pay Station at the earned rate for all broadcasts pursuant to this contract through the effective date of termination.
- (b) Station may, upon notice to Agency, terminate this contract at any time; (i) upon material breach by Agency; (ii) if Station fails to receive timely payment on billing; or (iii) if Advertiser's or Agency's credit is, in Station's reasonable opinion, impaired. Upon such termination, all unpaid accrued charges hereunder shall immediately become due and payable. The Agency's only liability shall be to pay for telecasts completed hereunder prior to cancellation by Station.
- (c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, the Station's only liability shall be to pay as liquidated damages a sum equal to the lesser of the following: (i) the actual noncancellable out-of-pocket costs necessarily incurred by Agency in performance of this contract through date of such termination, or (ii) the total which would be due to Station hereunder if, on the date on which Agency gives notice of cancellation, Station had given notice of termination pursuant to Paragraph 2(a) effective at the earliest date permitted thereunder.
- (d) Neither party shall have any liability to the other upon termination pursuant to this Paragraph 2, except as provided in this Paragraph 2 and Paragraph 7.

#### 3. OMISSION OF BROADCAST

If, as a result of an act of God, force majeure, public emergency, labor dispute, restriction imposed by law or governmental order, mechanical breakdown, or where necessary to enable the Station to comply with the Communications Act of 1934, as amended, to satisfy the "reasonable access" and/or "equal opportunity" requirements for certain political candidates, or any other similar or dissimilar cause beyond the Station's reasonable control, Station fails to broadcast any or all of the announcement(s) or programs to be broadcast hereunder, Station shall not be in breach hereof, but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and if no such time is available, the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonable substitute date and time, and Agency shall continue to pay full charge. The foregoing shall not deprive Agency of the benefit of any discounts which it would have earned hereunder if the broadcast had been made in its entirety.

#### 4. PREEMPTIONS

Station shall have the right to cancel any broadcast or portion thereof covered by this contract in order to broadcast any program or event which, in the Station's sole discretion, it deems to be of greater public interest or significance. Station may also recapture time previously sold when necessary to comply with its obligations to make available "reasonable access" and/or "equal opportunities" to certain political candidates under the Communications Act of 1934, as amended. Station will notify Agency of such cancellation as promptly as reasonably possible, if the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed canceled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the canceled broadcast.

#### FIXED RATE PURCHASES

Notwithstanding the provisions of Paragraphs 3 and 4 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract, Station may preempt at its sole discretion for any reason. In the event of preemption or omission, unless otherwise agreed to by Station, Agency shall continue to pay the full charge (no credit or refund will be given) but Agency shall be accorded another announcement at a reasonably satisfactory substitute date and time, at no additional charge therefor.

#### 6. AGENCY MATERIAL

All commercial materials (if so specified on the face of this contract, all program materials, including talent) shall be furnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials not less than 48 hours (exclusive of Saturdays, Sundays and holidays) in advance of broadcast. All materials furnished by Agency (i) shall not be contrary to the public interest, (ii) shall conform to the Station's then existing program and operating policies and quality standards, and (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials. Station will not be liable for loss or damage to Agency's material or, even if

If Agency requests within 30 days of last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days following the last broadcast hereunder.

#### 7. INDEMNIFICATION

Agency and Advertiser will jointly and severally indemnify and hold harmless Station from and against all claims, demands, debts, obligations or charges (including reasonable attorney fees and disbursements) which arise out of or result from the broadcast, preparation for broadcast or contemplated broadcast of materials fumished by or on behalf of Agency and/or Advertiser or furnished by Station at Agency's request for use in connection with Agency's or Advertiser's commercial material, and Station will similarly indemnify and hold harmless Agency and Advertiser with respect to all materials furnished by Station. The indemnitee shall promptly notify and cooperate with the indemnitor with respect to any claim. The provisions of this paragraph shall survive the termination or expiration of this contract.

#### 8. CONSEQUENTIAL DAMAGES

Agency and Station hereby agree that consequential damages resulting from any breach of this contract, pursuant to Paragraph 2, or any omission of broadcast, pursuant to Paragraph 3, or any preemption of broadcast, pursuant to Paragraph 4, are speculative and neither Agency not Station shall be held liable for any consequential damages incurred. This consequential damage exclusion provision is an allocation of risk separate and apart from provisions specifying or limiting either Agency's or Station's remedies for breach.

#### 9. GENERAL

(a) Station will broadcast the announcements and programs covered by this contract on the dates and at the approximate hourly times provided on the

face hereof.

(b)	The Station shall exercise normal precautions in handling of	property and mail, but assumes no liability for loss or damage to program	or commercia
materials and other property furnis	hed by the Agency in connection with broadcasts hereunder.	The Station will not accept or process mail, correspondence, or telephone	e calls in
connection with broadcasts except	after its prior approval.	, , , , , , , , , , , , , , , , , , , ,	

- Agency is acting as agent for a disclosed principal (i.e., the Advertiser named on the face hereof) and Agency will act as agent for making payment on all billings hereunder. However, Agency shall be primarily liable for the Advertiser's payment of sums due hereunder and Station shall look initially to Agency for the payment thereof unless and until Agency fails to timely remit payment or becomes insolvent. Advertiser shall be liable to Station and not to agency on all unpaid billings for services rendered by Station hereunder (excluding advertising agency commissions), but only to the extent that Advertiser has not theretofore made payment to the Agency thereon, and to the extent that Advertiser has theretofore made payment to the Agency thereon (i) while knowing that Agency has entered into an agreement or arrangement purporting to assign or pledge to a third party monies which may be or become payable by Advertiser or Agency, or that Agency was in danger of becoming insolvent; or (ii) after receiving notice (together with a current statement of account) from Station that Agency is seriously delinquent under this or any other advertising agreement(s) between Station and Agency be failing to make payment on billings within 45 days after the end of the month in which service is provided thereunder. Nothing herein contained relating to the payment of billings by Agency shall be construed so as to relieve Advertiser of, or diminish Advertiser's liability for breach of its obligations hereunder. If this contract is with a media buying service, all references herein to Agency shall apply to the media buying service. If this contract is made directly with Advertiser, references herein to Agency shall apply to Advertiser except that in such case no commission will be allowed.
- (d) Agency shall not assign this contract except to another agency which succeeds to its business of representing Advertiser and provided such other agency assumes all its obligations hereunder. Advertiser may, upon notice to Station, change its agency and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter. Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.
- (e) This contract contains the entire understanding between the parties, cannot be changed or terminated orally, and shall be construed in accordance with the laws of the State of New York, and with the Communications Act of 1934, as amended, and with the rules and regulations of the FCC issued pursuant thereto. When there is any inconsistency between these standard conditions and a provision on the face hereof, the latter shall govern. Failure of either party to enforce any of the provisions hereof shall not be construed as a general relinquishment or waiver of that or any other provision. All notices hereunder (except for notices under Paragraph 4) shall be in writing, given only by prepaid telegram or mail, addressed to the other party at the address on the face hereof, and shall be deemed given on the date of dispatch.

[For additional information relating to political advertising, Agencies and Advertisers are encouraged to request a copy of the Station's current political advertising disclosure statement.]



WTAE 400 Ardmore Blvd. Pittsburgh, PA 15221 Main: (412)242-4300

Billing: (781)433-4283

Invoice #	Invoice Date	Invoice Month	Invo	ice Period
969255-1	11/11/12	November 2012	10/2	29/12 - 11/06/12
04-4	Ta de la			
Station	Account Executive	Solon C	\ffice	Colon Denier

Sales Region Sales Office WTAE Chuck Martin Pittsburgh Local

Advertiser Product Estimate Number Levdansky/D/Pa State Hous Election 203

> Flight Dates Order # Alt Order # 10/29/12 - 11/11/12 969255 WOC10036338 Billing Calendar Billing Type Deal#

> > Cash

Special Handling

Broadcast

IDB# Advertiser Code Product Code 1099 27

Agency Ref Advertiser Ref

Billing Address:

**Caps Lock Communications** Attention: Accounts Payable 700 River Avenue Suite 416 Pittsburgh, PA 15212

Send Payment To:

**WTAE** P.O. Box 26887 Lehigh Valley, PA 18002-6887

Line Start Date End Date	Description	Start/End Time	MTHEFOC	1	Spots/	5.	_	
		Statuend Time	MTWTFSS	Length	Week	Rate	Туре	
1 10/29/12 11/04/12 Class of Time - Pre-empti		8-10am	S	:30	2	\$550.00	NM	
10/29/12	End Date MTWTFSS 11/04/12S	Spots/Week 2	<u>Rate</u> \$550.00					
Spots: # Ch Day Air D		<u>otion</u>	Start/End Time	Lengt	h Ad-ID			Rate Type
1 WTAE Su 11/0- See MG 1-		10am News	8-10am	:0	00			\$550.00 NM
2 WTAE Su 11/04	4/12 9:58 AM Sun 8-	10am News	8-10am	:3	0 DL6000 S	D		\$550.00 NM
2 10/29/12 11/04/12 Class of Time - Pre-emptil	Sat 8-10am ble with notice	8-10am	S-	:30	2	\$550.00	NM	
	End Date <u>MTWTFSS</u> 11/04/12S-	Spots/Week 2	<u>Rate</u> \$550.00		-		-	
Spots: # Ch Day Air D			Start/End Time	Lengt	h Ad-ID			Rate Type
1 WTAE Sa 11/03		0am	8-10am	:3	0 DL6000 St	)		\$550.00 NM
2 WTAE Sa 11/03	3/12 9:37 AM Sat 8-1	0am	8-10am	:3	0 DL6000 St	)		\$550.00 NM
3 10/29/12 11/04/12 Class of Time - Pre-emptit	Sat 5-7am ole with notice	5-7am	S-	:30	1	\$350.00	NM	
10/29/12 1	<u>Ind Date</u> <u>MTWTFSS</u> 1/04/12S-	Spots/Week 1	<u>Rate</u> \$350.00	·				
Spots: # Ch Day Air Da			Start/End Time	Length	Ad-ID			Rate Type
1 WTAE Sa 11/03	6:50 AM Sat 5-7a	am	5-7am	:30	DL6000 SD	)		\$350.00 NM
4 10/29/12 11/04/12 Class of Time - Pre-emptib	Good Morning America	Sı7-8am	S	:30	1	\$700.00	NM	
	<u>Ind Date</u> <u>MTWTFSS</u> 1/04/12S	Spots/Week 1	Rate \$700.00					
Spots: <u>#</u> Ch <u>Day Air Da</u>			Start/End Time	Length	Ad-ID			Rate Type
1 WTAE Su 11/04	/12 7:40 AM Good M	orning America Sun	7-8am	:30	DL6000 SD			\$700.00 NM
5 11/05/12 11/11/12 Class of Time - Pre-emptib	5-6pm News M-F le with notice	5-6pm	M	:30	1	\$800.00	NM	
Weeks: <u>Start Date</u> <u>E</u> 11/05/12 1	nd Date <u>MTWTFSS</u> 1/11/12 M	Spots/Week	<u>Rate</u> \$800.00					
Spots: # Ch Day Air Da		ion	Start/End Time	Length	Ad-ID			Rate Type
1 WTAE M 11/05/ See MG 14.		lews M-F	5-6pm	:00				\$800.00 NM
6 11/05/12 11/11/12 Class of Time - Pre-emptible	6-6:30pm News le with notice	6-6:30pm	M	:30	1	\$900.00	NM	
This is using in a st								



Send Payment To:
WTAE
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Lehigh Valley, PA 18002-6887

 Invoice #
 Invoice Date
 Invoice Month
 Invoice Period

 969255-1
 11/11/12
 November 2012
 10/29/12 - 11/06/12

Advertiser Product Estimate Number
Levdansky/D/Pa State Hous Election 203

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Line Start Date End Date Description	Start/End Time	MTWTFSS	Length	Spots/ Week	Rate	Туре	
6 11/05/12 11/11/12 6-6:30pm News Class of Time - Pre-emptible with notice	6-6:30pm	M	:30	1	\$900.00	NM	
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> 11/05/12 11/11/12 M	Spots/Week 1	<u>Rate</u> \$900,00					
Spots: # Ch <u>Day Air Date Air Time Description</u> 1 WTAE M 11/05/12 6-6:30pm See MG 14.2,14.3,14.4,14.5,14.6,14.7	_ News	Start/End Time 6-6:30pm	Lengtl :0	n <u>Ad-ID</u> O			<u>Rate</u> <u>Type</u> \$900.00 NM
7 10/29/12 11/04/12 Chirs Matthews Sun	11-1130am	S	:30	1	\$325.00	NM	
Class of Time - Pre-emptible with notice  Weeks: Start Date End Date MTWTFSS	Spots/Week	Rate					
10/29/12 11/04/12S Spots: # Ch <u>Day Air Date</u> Air Time Description	1 n	\$325.00 Start/End Time	Longii	V4 1D			Data Tara
1 WTAE Su 11/04/12 Chirs Matt. Credited		11-1130am	:00	<u>Ad-ID</u> )			<u>Rate Type</u> \$325.00 NM
8 11/05/12 11/11/12 Good Morning America 7 Class of Time - Pre-emptible with notice	<sup>7</sup> -9am	MT	:30	2	\$750.00	NM	
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> 11/05/12 11/11/12 MT	Spots/Week 2	<u>Rate</u> \$750.00					
Spots: # Ch Day Air Date Air Time Description  1 WTAE M 11/05/12 Good Morr		Start/End Time		Ad-ID			Rate Type
Credited	ning America	7-9am	:00	)			\$750.00 NM
2 WTAE Tu 11/06/12 7:28 AM Good Morr	ning America	7-9am	:30	DL6000 SD			\$750.00 NM
9 11/05/12 11/11/12 6-7am News 6 Class of Time - Pre-emptible with notice	5-7am	MT	:30	2	\$750.00	NM	
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> 11/05/12 11/11/12 MT	Spots/Week 2	<u>Rate</u> \$750.00					
Spots: # Ch Day Air Date Air Time Description 2 WTAE M 11/05/12 6:26 AM 6-7am New	-	Start/End Time 6-7am	Length				Rate Type
1 WTAE Tu 11/06/12 6:59 AM 6-7am New	-	6-7am		DL6000 SD DL6000 SD			\$750.00 NM \$750.00 NM
10 10/29/12 11/04/12 5-6am News 5 Class of Time - Pre-emptible with notice	- 6am	F	:30	1	\$500.00	NM	
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> 10/29/12 11/04/12F	Spots/Week 1	<u>Rate</u> \$500.00	<del></del>	<del></del>			
Spots: # Ch Day Air Date Air Time Description  1 WTAE F 11/02/12 5:42 AM 5-6am New		Start/End Time	Length				Rate Type
		5 - 6am	:30	DL6000 SD			\$500.00 NM
11 10/29/12 11/04/12 Good Morning America 7- Class of Time - Pre-emptible with notice	-9am 	F	:30	2	\$750.00	NM	
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> 10/29/12 11/04/12F	Spots/Week 2	<u>Rate</u> \$750.00					
Spots: # Ch <u>Day Air Date</u> <u>Air Time</u> <u>Description</u> 1 WTAE F 11/02/12 Good Morn		Start/End Time	Length	Ad-ID			Rate Type
See MG 14.2,14.3,14.4,14.5,14.6,14.7,	ing America 14.8,14.9,14.10,1	7-9am 14.11	:00				\$750.00 NM
2 WTAE F 11/02/12 Good Morni See MG 14.2,14.3,14.4,14.5,14.6,14.7,	ing America 14.8,14.9,14.10,1	7-9am 4.11	:00				\$750.00 NM
12 10/29/12 11/04/12 Good Morning America S:7- Class of Time - Pre-emptible with notice	8am	S-	:30	1	\$700.00	NM	
Weeks: <u>Start Date</u> <u>End Date</u> <u>MTWTFSS</u> 10/29/12 11/04/12S-	Spots/Week 1	<u>Rate</u> \$700.00	-	· · · · · · · · · · · · · · · · · · ·			
Spots: # Ch <u>Day Air Date</u> <u>Air Time Description</u> 1 WTAE Sa 11/03/12 7:55 AM Good Morni	ng America Sat	Start/End Time 7-8am	Length :30	Ad-ID DL6000 SD			<u>Rate</u> <u>Type</u> \$700.00 NM
13 10/29/12 11/04/12 6-7am News 6- Class of Time - Pre-emptible with notice	7am	F	:30	1	\$750.00	NM	
Weeks:         Start Date         End Date         MTWTFSS           10/29/12         11/04/12        F	Spots/Week 1	<u>Rate</u> \$750.00					



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Lehigh Valley, PA 18002-6887

| Invoice # | Invoice Date | Invoice Month | Invoice Period | 969255-1 | 11/11/12 | November 2012 | 10/29/12 - 11/06/12

Advertiser	Product	Estimate Number
Levdansky/D/Pa State Hous	Election	203

www.thepittsburghchannel.com

Line	Start Date	End Da	te Desc	cription		Start/End Time	MTNTECC	Longth	Spots/		Data	-		
	10/29/12	11/04/1		m News			MTWTFSS	Length	Week		Rate	Туре	<del></del>	
	Class of Tir	ne - Pre-	emptible wi	th notice		6-7am	F	:30	1		\$750.00	NM		
	Spots: # Ch		Air Date 11/02/12	Air Time 6:28 AM			Start/End Time 6-7am		h <u>Ad-ID</u> 0 ol 6000					Туре
									U OLGOOD	30			\$750.00	) NIV
14	10/29/12 Class of Tin	11/04/1 ne - Pre-e	2 6-6:3 emptible wi	30pm News th notice		6-6:30pm	F <b>-</b>	:30	1		\$900.00	NM		
	Weeks:	Start Dat 10/29/12			TFSS -F	Spots/Week 1	<u>Rate</u> \$900.00							
	Spots: # Ch		Air Date	Air Time			Start/End Time	Lengt	h Ad-ID				Rate	Туре
	1 WT		11/02/12	21111	6-6:30pi		6-6:30pm	:0	0				\$900.00	
	10 WT		NG 14.2,14 11/02/12			4.7,14.8,14.9,14.1 11pm News								
		Credi	ted		IVI-SUIT I	rpiii News	M-Su 11-11:35p	m :0	0				\$1,500.00	) NN
	4 WT		11/03/12 //G 14.12		Sat 8-10	Dam	8-1 <i>0am</i>	:0	0				\$550.00	) NM
	3 WT		11/03/12 or 15.1,5.1,	5:20 AM 11.1,11.2,6	Sat 5-7a	nm 6.1,14.1	5-7am	:3	0 ol6000	so			\$350.00	NM (
	2 WT	AE Sa	11/03/12	6:14 AM 11.1,11.2,6	Sat 5-7a	ım	5-7am	:3	0 oL6000	SD			\$350.00	NM (
	6 WT	AE Su	11/04/12 IG 14.12	,,		am News	5-7a	:0	0				\$350.00	NM
	5 WT	AE Su	11/04/12	6:28 A <b>M</b> 11.1,11.2,6		am News	5-7a	:3	0 DL6000	SD			\$350.00	NM
	7 WT	AE Su	11/04/12		Sun 8-10	Dam News	8-10am	:3	0 DL6000	so			\$550.00	NM
	8 WT	AE M	11/05/12 1G 14.12		M-F 430		430-5a	:0	0				<del>\$350.00</del>	NM
	11 WT.	AE M	11/05/12	11:29 P <b>M</b> 11.1,11.2,6	M-Sun 1 .1.16.2.1	1pm News 6.1.14.1	M-Su 11-11:35pr	n :30	) oL6000	so			\$1,800.00	NM
	12 WT	AEM ·		12:02 AM			M-Su 11-11:35pr	n :30	OL6000	so			\$1,800.00	NM
	9 WT/	AE Tu MG fo		4:53 AM 1.1,11.2,6	M-F 430 1,16.2,1	-5am 6.1,14.1	430-5a	:30	) oL6000	so			\$350.00	NM
	10/29/12 Class of Tim	11/04/12		arly News		630-7p	S	:30	1		\$800.00	NM		
	Veeks:		End Da 11/04/1	ite MTWT		Spots/Week 1	Rate	<del></del>						
5	Spots: # Ch		Air Date	Air Time I	_	·	\$800.00 <u>Start/End Time</u>	Length	Ad-ID				D-4-	T
	1 WTA	AE Su			Sun Earl	 y News	630-7p	:00					<u>Rate</u> \$800.00	
		See M	G 14.2,14.	3, 14. 4, 14. 5	,14.6,14.	7,14.8,14.9,14.10	,14.11							
	10/29/12 Class of Time	11/04/12 e - Pre-er	5-6pm	News M-F		5-6pm	<b>-</b> F	:30	2	-	\$800.00	NM		
	Veeks: S		End Da 11/04/1	te MTWT		Spots/Week 2	<u>Rate</u> \$800.00							
S	Spots: # Ch	Day A		Air Time [	Description		Start/End Time	Length	Ad-ID				Data *	Tuno
	1 WTA		1/02/12		5-6pm Ne		5-6pm	:00					Rate \$800.00	
	2 WTA		3 14.2,14.3 1/02/12		, 14.6, 14. 5-6pm <b>N</b> e	7,14.8,14.9,14.10,		.00						
				3,14.4,14.5	,14.6,14.	7,14.8,14.9,14.10,	5-6pm 14.11	:00					\$800.00	NM
	10/29/12 Class of Time	11/04/12 e - Pre-en	Live w	ith Kelly notice		9-10am	F	:30	1		\$500.00	NM		
	Veeks: S		End Dat 11/04/12	te MTWT		Spots/Week	<u>Rate</u> \$500.00	· · · · · ·						
S	pots: # Ch	Day A		Air Time D	Descriptio	<u>on</u>	Start/End Time	Length	Ad-ID				<u>Rate</u>	Type
		EF 1				Kelly	9-10am						1 Vale	· ypc



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Lehigh Valley, PA 18002-6887

 Invoice #
 Invoice Date
 Invoice Month
 Invoice Period

 969255-1
 11/11/12
 November 2012
 10/29/12 - 11/06/12

<u>Advertiser</u>	Product	Estimate Number
Levdansky/D/Pa State Hous	Election	203

Spots/ Line Start Date End Date Description Start/End Time **MTWTFSS** Length Week Rate Type 11/05/12 11/11/12 Live with Kelly 9-10am M----:30 \$500.00 NM Class of Time - Pre-emptible with notice End Date MTWTFSS Weeks: Start Date Spots/Week Rate 11/05/12 11/11/12 M----\$500.00 Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type 1 WTAE M 11/05/12 9:11 AM Live with Kelly 9-10am :30 DL6000 SD \$500.00 NM 19 11/05/12 11/05/12 Jimmy Kimmel 1205-105A / 1135P M-----:30 \$400.00 NM Weeks: Start Date **End Date MTWTFSS** Spots/Week Rate 11/05/12 11/11/12 M----\$400.00 Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type 1 WTAE M 11/05/12 1:18 AM Jimmy Kimmel 1205-105A / 1135P :30 DL6000 SD \$400.00 NM 20 11/05/12 11/05/12 5-6am News 5 - 6am M-----:30 \$500.00 NM Weeks: Start Date **End Date MTWTFSS** Spots/Week Rate 11/05/12 11/11/12 M - - - - -\$500.00 Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type 1 WTAE M 5:27 AM 5-6am News 11/05/12 5 - 6am :30 DL6000 SD \$500.00 NM 21 11/05/12 11/05/12 Inside Edition 7-7:30pm M----:30 \$1,500.00 NM Weeks: Start Date End Date MTWTFSS Spots/Week Rate 11/11/12 M----\$1,500.00 Spots: # Ch Day Air Date Air Time Description Start/End Time Length Ad-ID Rate Type 1 WTAE M 11/05/12 Inside Edition 7-7:30pm :00 \$1,500.00 NM See MG 21.2 2 WTAE M 11/05/12 7:19 PM World News Tonight 6-7PM :30 DL6000 SD \$1,500.00 NM MG for 21.1 11/05 Total Spots 23

Payment Terms 30 Days

 Gross Total
 \$15,850.00

 Agency Commission
 \$2,377.50

 Net Amount Due
 \$13,472.50